

EC-2023-0395

Brett Felber  
VS  
Ameren Missouri

To whom this may concern. It has come to my attention that I believe that I am not getting fair hearings with my motions that I've submitted. I've validated and presented many flaws in this matter only to be denied. In fact, some of my information that I've presented or put in EFIS has been left out, which exposes those flaws.

I would like to know or receive clarification with a couple of things I'm going to bring to the Commissions attention.

1) How can a staff report state the exact quote: " Staff requested information from Ameren in DR 0027 regarding this email on June 27, 2023. Its response is included as Exhibit D Ameren stated that it was not able to provide a copy of the payment agreement that Mr. Felber referenced. Ameren uses an outside vendor called SendGrid to send out confirmation emails and it only keeps copies for up to 30 days."

This comment here would fall into a Summary Judgment as there is no elements that can be disputed, not only by the Commission, but the Commission staff and the Respondent in this matter. This is a matter of conclusive law and Ameren cannot dispute any facts around the the contract that was executed between the complainant and the respondent .

A summary judgment shall be rendered in favor of the complainant and services should be immediately restored and Ameren should be forced and held libable to the agreements terms written in the contract.

2) How can a staff report state : " Ameren did not notify Mr. Felber by personal service or first class mail about his default prior to his disconnection .

Again, the commission, the commission staff and respondent cannot dispute this element because it is a matter of conclusive law and facts around it can't be disputed.

3) I wanted to wait until I got a copy of the transcript back from the hearing because there is something I heard by not only .  
"opposing counsel sepcfifically states and we're already making efforts to extend that to put a litigation hold on these types of matters. So hopefully going forward, it will be my recommendation that those records will be kept for longer than 30 days."

I'm specifically interested in wantint to know what Ameren is spoecifically doing. Seems like Ameren is admitting that they don't have a copy, as stated, yet they would like to put matters at a hold in these scenario, but mine is exempt?

What ever happened to the party doing the right thing and restoring services as a result of it. There is nothing for them to dispute at this point, the fact is they breached an agreement of the law, in which they can't contradict.

4) With all do respect to the Honroable Judge Clark, there was a key remark that was made and it wasn't changed around until Staff jumped in to speak. "I'm not going to rule on it today because this is, in fact a violation."

I'm not trying to go overboard or bounds here, but I'm stating the obvious. How can a business not be penalized or ordered to restore services based off three important factors that can't be contradicted in this matter that base the claim and the entirety of the claim?

In addition to this letter I will be submitting a Motion for a Summary Judgment to be issued and granted based off the principal factors of this letter.

I believe that I'm being royally screwed in this matter. While I did say that I was going to file a suit last week outside of the PSC for this matter, I wanted to wait until the transcript copy was posted, as it has valuable information that concludes the materials being presented and Ameren committed an illegal disconnection and a breach of the contract provided.

However, it is not fair to I the complainant who can show an agreement that was made between Ameren and I .

Also, since when did we start taking hearsay over the presented facts being given? Because that is exactly what Ameren has been allowed to do and continuously do. Speak hearsay and not to the given facts of the agreement.

The process of how this matter has been conducted has been allowed for Ameren to abuse and all respondents in this matter have been able to abuse the process.

I will be submitting a Motion for Summary Judgment with this letter in which I really hope the Commission and the Honorable Judge Clark rule immediately upon execution of the Summary Judgment.

The respondent has been allowed to abuse an sort of connection of utility towards the premises and it deprives the premises from electric connection.

Also as an FYI, I don't live at [REDACTED]. Not sure why that address is listed.

Respectfully Submitted,  
Brett Felber